

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL  
AGREEMENT No. 2

DATE

12/20/2012

TO LEASE NO. GS-09B-02812

ADDRESS OF PREMISES: Pacific Rim Professional Plaza Building  
2297 Niels Bohr Court, Suite 101 and Suite 207  
San Diego, CA 92154-7928

THIS AGREEMENT, made and entered into this date by and between **Pacific Rim Business Centre, LLC**

whose address is: 821 Kuhn Drive, Suite 100  
Chula Vista, CA 91914-4508

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the Lease to add effective dates into the rent schedule, establish the Government Termination Rights date, establish Beneficial Occupancy, include Change Order Work and provide a means for a lump sum payment of the Change Order Work as identified herein this Supplemental Lease Agreement.

THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective upon execution by the Government. In this regard, Paragraphs 3, 4, and 9 are deleted in their entirety, and the following new Paragraphs 3, 4, and 9, are substituted therefore; and Paragraph 27 has been added to the lease as follows:

"3. The Government shall pay the Lessor annual rent as follows:

	Effective November 28, 2012 through November 27, 2017	Effective November 28, 2017 through November 27, 2022
SHELL RENT <sup>1</sup>	\$362,526.36	\$432,556.16
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$147,202.45	\$0.00
OPERATING COSTS <sup>3</sup>	\$109,441.92	\$109,441.92
TOTAL ANNUAL RENT	\$619,170.73	\$541,998.08

<sup>1</sup>Shell rent \$22.26 (firm term) \$26.56 (remaining term) per RSF multiplied by 16,286 RSF

<sup>2</sup>The Tenant Improvement Allowance of \$612,181.96 is amortized at a rate of 7.5 percent per annum over 5 years.

<sup>3</sup>Operating Costs rent calculation: \$6.72 per RSF multiplied by 16,286 RSF

Rent for a lesser period shall be prorated. Rent checks shall be payable to:

Pacific Rim Business Centre, LLC  
821 Kuhn Drive, Suite 100  
Chula Vista, CA 91914-4508"

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: Pacific Rim Business Centre, LLC

BY

(Signature)

ANAYAGUYE MEMBER

(Title)

IN THE PRESENCE OF (witnessed by:)

(Signature)

821 Kuhn Drive #100  
Chula Vista Ca 91914

(Address)

UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION, Public Buildings Service.

BY

(Daniel J. McGrath)

Contracting Officer, GSA

"4. The Government may terminate this lease in whole or in part effective anytime on or after November 28, 2017 by giving at least ninety (90) days prior notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing."

"9. TO HAVE AND TO HOLD the premises with their appurtenances for the term beginning on November 28, 2012 through November 27, 2022 subject to termination rights as may be hereinafter set forth."

"27 CHANGE ORDER WORK

A. Upon Government execution of this Supplemental Lease Agreement, the Lessor shall provide all labor, materials, and equipment to install the following numbered items into the Premises.

Item	Change Order Costs
CO # 1: Make RM [REDACTED] the [REDACTED] RM the [REDACTED] and RM [REDACTED]. All wall types are to be moved with the Prospective RMs. The [REDACTED] and [REDACTED] require [REDACTED] (use [REDACTED] as noted elsewhere in the lease). The [REDACTED] and [REDACTED] are to change to the new doorways and the door hardware changed (use door specs as noted elsewhere in the lease).	[REDACTED]
CO #2: [REDACTED]	[REDACTED]
CO #2a Tel/data patch cords.....	[REDACTED]
CO #3: Add 38 gym lockers manufactured by Hollman Inc model "Z" over laminated hardwood bench (15"WDX20"DP).....	[REDACTED]
CO #4 Deduct [REDACTED] (Credit).....	[REDACTED]
CO #5 Workstation hardware installation.....	[REDACTED]
CO #6 [REDACTED] (150') for phone in gym area.....	[REDACTED]
CO #7 Installation of 10 TV brackets.....	[REDACTED]
CO #8 Add [REDACTED].....	[REDACTED]
CO #9 [REDACTED].....	[REDACTED]
CO #10 Access control C9000.....	[REDACTED]
CO #11 [REDACTED].....	[REDACTED]
CO #12 Temperature monitoring system for LAN RM.....	[REDACTED]

Total Change Order Costs.....\$79,219.95

B. The Government shall make a "LUMP SUM" payment of \$79,219.95 within 30 days upon receipt of an invoice after completion and acceptance of the work and the space by the Government. Payment will be due only for items which are both: (a) listed in this paragraph, and (b) (i) shown on the Government's approved layouts or (ii) changes requested in writing by the Contracting Officer.

C. Invoicing for completion of alterations: The invoice shall annotate the name and address of the Lessor (the Lessor must match the name and address in the Government's vendor file), an invoice number (PS#) will be sent to you after the Government executes this Supplemental Lease Agreement. The Lessor shall submit an original and one copy of the invoice for the alterations. The Original Invoice shall be submitted either electronically to the Finance Website at <http://www.finance.gsa.gov> or mailed to:

GSA, Greater Southwest Finance Center (7BCP)  
P.O. Box 17181  
Fort Worth, TX 76102

A copy of the invoice shall be simultaneously submitted to the Contracting Officer at:

Daniel J. McGrath  
General Services Administration  
401 West A Street, Suite 2075  
San Diego, California 92101

D. Title to items for which the Government makes a "LUMP SUM" payment shall vest in the Government. These items can be removed in a commercially reasonable fashion by the Government at any time. The Lessor waives any restoration in connection with these items. Unless the Government has removed the items from the Premises, the Lessor shall remain responsible for maintenance and repair of all items provided by the Lessor under this lease. If, after the lease term, any extensions or succeeding lease term, the Government elects to abandon any items in place, title shall pass to the Lessor. This paragraph shall also apply throughout the term of the lease to any work requested by the Government after occupancy.

All other terms and conditions of the lease shall remain in full force and effect.

Initials: DM & M  
Government Lessor